

Contract Title: FURNITURE, CLASSROOM
Contract Number: 405737
T-Number: 92358
Begin Date: 2004-05-01
End Date: 2007-04-30
Payment Terms: NONE
Delivery:
Political Subdivision Eligibility: Y
Master Ship-To: R0 (STATEWIDE DELIVERY)
Minimum Order: 500.00

Vendor Number: 72140438200
LOUISIANA SCHOOL EQUIPMENT CO
LLC
3607 PERKINS RD STE B
BATON ROUGE, LA 70808
Vendor Contact: JERRY BOUVIER
Vendor Contact Phone: (225) 343-0593

Distributors?: N

Contract Notes:

TOLL FREE TELEPHONE NUMBER: 800-962-5732

SPECIAL TERMS AND CONDITIONS

*THIS IS A DISCOUNT OFF CATALOG LIST PRICE CONTRACT FOR THE PURCHASE OF CLASSROOM FURNITURE, WHICH ALLOWS FOR VOLUME PURCHASE DISCOUNTS BY TIERS AS WELL AS THREE (3) METHODS OF DELIVERY IN ACCORDANCE WITH THE ATTACHED CONTRACT.

*THERE ARE THREE (3) PRIMARY FURNITURE CATEGORIES FOR THE PURPOSE OF APPLYING THE ESTABLISHED DISCOUNTS. ALL FURNITURE ITEMS LISTED IN THE APPROVED CATALOG(S) ARE ELIGIBLE FOR PURCHASE UNDER THIS CONTRACT AND WILL FALL INTO ONE OF THESE CATEGORIES FOR DISCOUNTING PURPOSES.

CATEGORY A: CLASSROOM SEATING
CATEGORY B: CLASSROOM TABLES, COMPUTER TABLES,
STUDENT DESKS, TEACHER DESKS, TEACHER CHAIRS
CATEGORY C: CAFETERIA TABLES

*AGENCIES WILL NOT BE ALLOWED TO COMBINE CATEGORIES TO ESTABLISH A VOLUME DISCOUNT. THE VOLUME DISCOUNT SHALL BE APPLIED INDIVIDUALLY PER CATEGORY.

*THE CATALOGS AND ASSOCIATED LIST PRICES APPROVED UNDER THIS CONTRACT INCLUDE:

A. ROYAL SEATING DATED 01/01/04; SMITH SYSTEMS CATALOG
NO. 11BC02 DATED 2002 AND SICO MOBILE TABLES & SEATING
SYSTEMS DATED 11/15/03

ANY TERMS AND CONDITIONS CONTAINED IN THE CONTRACTOR'S CATALOG CONTRARY TO THOSE OF THE STATE OF LOUISIANA ARE NULLIFIED. THIS CONTRACT SHALL CONTAIN ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN.

C. THE CATALOG, LIST PRICES, AND DISCOUNTS SHALL REMAIN IN EFFECT THE ENTIRE TWELVE (12) MONTH INITIAL PERIOD OF THE CONTRACT AND FOR ANY SUBSEQUENT RENEWALS.

*CONTRACTUAL PERIOD: THE EFFECTIVE DATE OF THE CONTRACT IS 05/01/04. AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME CATALOG LIST PRICES, QUOTED DISCOUNTS, TERMS, AND CONDITIONS. CONTRACT NOT TO EXCEED THIRTY SIX (36) MONTHS.

*DELIVERY REQUIREMENTS:

A. STANDARD DELIVERY SHALL BE TAILGATE, (DELIVERY TO AGENCY'S DOCK) WITHIN FORTY-FIVE (45) DAYS AFTER RECEIPT OF ORDER. ALL SHIPMENTS SHALL BE F.O.B. DESTINATION (FROM CONTRACTOR'S TO CUSTOMER'S LOCATION).

B. THE VENDOR HAS AVAILABLE A QUICK SHIP PROGRAM AT NO ADDITIONAL CHARGE FOR ROYAL SEATING. A COPY OF THE QUICK SHIP PROGRAM IS INCLUDED IN THE CATALOG.

*MINIMUM ORDER: THE MINIMUM AMOUNT FOR ANY SINGLE ORDER SHALL BE \$500.00. ON ORDERS FOR LESS THAN THE MINIMUM, THE DELIVERY CHARGE WILL BE PREPAID BY THE VENDOR AND ADDED TO THE INVOICE. THE VENDOR MUST INCLUDE PROOF OF ACTUAL SHIPPING CHARGES WITH THE INVOICE.

*BACK ORDERS: THE CONTRACTOR SHALL NOTIFY THE AGENCY WITHIN 48 HOURS OF RECEIPT OF THE ORDER OF ANY ITEM THAT CANNOT BE FILLED WITHIN THE SPECIFIED DELIVERY PERIOD. THE BALANCE OF THE ORDER IS NOT TO BE HELD DUE TO THE BACK ORDER ITEM

*SUBSTITUTIONS/DISCONTINUED ITEMS: ONLY THE BRANDS AND PRODUCT NUMBERS LISTED IN THE CATALOG SUBMITTED WITH THE BID ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT. ANY SUBSTITUTIONS MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. THE CONTRACTOR SHALL NOTIFY THE OFFICE OF STATE PURCHASING OF ANY ITEM IN THE APPROVED CATALOG THAT IS DISCONTINUED BY A MANUFACTURER. THIS NOTIFICATION MUST BE SUBSTANTIATED BY WRITTEN NOTICE FROM THE APPLICABLE MANUFACTURER. ANY REQUEST FOR A REPLACEMENT ITEM OF COMPARABLE VALUE AND QUALITY SHALL BE SENT TO THE OFFICE OF STATE PURCHASING FOR REVIEW/APPROVAL

*THE OFFICE OF STATE PURCHASING IS THE SOLE AUTHORITY IN ANY CHANGES, MODIFICATIONS, AMENDMENTS, ALTERATIONS, CLARIFICATIONS, PRICES, SPECIFICATIONS, TERMS, AND CONDITIONS OF THE CONTRACT.

*THE CONTRACTOR SHALL NOT CHARGE ANY SALES TAXES TO TAX EXEMPT STATE CUSTOMERS.

*CONTRACT REPORTING REQUIREMENTS

*THE CONTRACTOR SHALL SUPPLY TO THE OFFICE OF STATE PURCHASING A COMPREHENSIVE USAGE REPORT NO LATER THAN NINETY (90) DAYS PRIOR TO THE EXPIRATION OF EACH CONTRACT PERIOD. THE OFFICE OF STATE PURCHASING RESERVES THE RIGHT TO VALIDATE THE ACCURACY OF THE INFORMATION IN ALL REQUIRED REPORTS. FAILURE TO SUBMIT TIMELY AND ACCURATE INFORMATION MAY RESULT IN CANCELLATION OF THE CONTRACT. THE CONTENTS OF THE REPORT SHALL INCLUDE, BUT NOT NECESSARILY LIMITED TO, A BREAKDOWN OF PURCHASES:

BY CATEGORY DISCOUNTS REFLECTING PURCHASES IN BOTH DOLLAR AMOUNTS AND QUANTITIES PURCHASED IN DESCENDING ORDER.

INCLUDE THE ITEM NAME, BRAND, PRODUCT NUMBER, LIST PRICE, AND NET DISCOUNTED PRICE.

*RIGHT TO AUDIT: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE DIVISION OF ADMINISTRATION, OR OTHERS DESIGNATED BY THE DOA, SHALL HAVE THE OPTION TO AUDIT ALL ACCOUNTS DIRECTLY PERTAINING TO THE CONTRACT FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF THE LAST PAYMENT MADE UNDER THIS CONTRACT. RECORDS SHALL BE MADE AVAILABLE DURING NORMAL WORKING HOURS FOR THIS PURPOSE.

*PACKAGING AND LABELING: EACH ITEM SHALL BE PACKAGED IN ACCORDANCE WITH STANDARD COMMERCIALY ACCEPTED METHODS. CONTRACTORS ARE ENCOURAGED TO CONSIDER DELIVERY METHODS THAT CURRENT PRODUCTS: ALL PRODUCTS OFFERED IN RESPONSE TO THIS SOLICITATION SHALL BE IN CURRENT AND ONGOING PRODUCTION; SHALL HAVE BEEN FORMALLY ANNOUNCED FOR GENERAL MARKETING PURPOSES; SHALL BE A MODEL OR TYPE CURRENTLY FUNCTIONING IN A USER ENVIRONMENT AND CAPABLE OF MEETING OR EXCEEDING ALL SPECIFICATIONS AND REQUIREMENTS SET FORTH IN THIS SOLICITATION.

*CONTRACTOR SHALL HAVE A TOLL FREE TELEPHONE NUMBER AND A FAX NUMBER FOR ASSOCIATED ACTIVITIES UNDER THIS CONTRACT.

*NON-EXCLUSIVITY: THIS CONTRACT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

*WARRANTY: ANY MANUFACTURER'S WARRANTIES OR GUARANTEES NORMALLY OFFERED ON ITEMS COVERED UNDER THIS CONTRACT SHALL BE APPLICABLE.

*VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

*PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS. CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

*INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

*PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

*VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR

WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DITRIBUTOR VENDORS LISTED.

*CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.

*ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.

*THE PURCHASING AGENCY RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED MERCHANDISE FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF MERCHANDISE FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE MERCHANDISE IS IN IS IN COMPLIANCE, COST OF ALL TEST WILL BE PAID BY THE USING AGENCY.

Contract Items:

Line#	Commodity#	Unit Price	UoM	Brand	Model
00001	42084119957	59.00	DISC		
SCHOOL FURNITURE CATEGORY A: CLASSROOM SEATING TAILGATE DELIVERY: LIST PRICE VOLUME \$1 - \$100,000 PLUS VOLUME DISCOUNT 59% OFF LIST PRICE					
00002	42084119957	51.00	DISC		
SCHOOL FURNITURE CATEGORY A: CLASSROOM SEATING INSIDE DELIVERY NOT SET IN PLACE. LIST PRICE VOLUME \$1 - \$9999 VOLUME DISCOUNT 51% OFF LIST PRICE					
00003	42084119957	52.00	DISC		
SCHOOL FURNITURE CATEGORY A: CLASSROOM SEATING INSIDE DELIVERY NOT SET IN PLACE. LIST PRICE VOLUME \$10,000 - 100,000 PLUS VOLUME DISCOUNT 52% OFF LIST PRICE.					
00004	42084119957	45.00	DISC		
SCHOOL FURNITURE CATEGORY A: CLASSROOM SEATING INSIDE DELIVERY, ASSEMBLED, SET IN PLACE LIST PRICE VOLUME \$1- \$9999 VOLUME DISCOUNT 45% OFF LIST PRICE					

00005	42084119957	46.00	DISC
SCHOOL FURNITURE			
CATEGORY A: CLASSROOM SEATING			
INSIDE DELIVERY, ASSEMBLED, SET IN PLACE			
LIST PRICE VOLUME \$10,000 - 99,999			
VOLUME DISCOUNT 46% OFF LIST PRICE			

00006	42084119957	47.00	DISC
SCHOOL FURNITURE			
CATEGORY A: CLASSROOM SEATING			
INSIDE DELIVERY, ASSEMBLED, SET IN PLACE			
LIST PRICE VOLUME \$100,000 PLUS			
VOLUME DISCOUNT 47% OFF LIST PRICE			

00007	42084119957	55.00	DISC
SCHOOL FURNITURE			
CATEGORY B: CLASSROOM TABLES			
COMPUTER TABLES, STUDENT DESK,			
TEACHERS DESK, AND TEACHERS CHAIRS.			
TAILGATE DELIVERY			
LIST PRICE VOLUME \$1 - 100,000 PLUS			
VOLUME DISCOUNT 55% OFF LIST PRICE			

00008	42084119957	47.00	DISC
SCHOOL FURNITURE			
CATEGORY B: CLASSROOM TABLES			
COMPUTER TABLES, STUDENT DESK,			
TEACHERS DESK, AND TEACHERS CHAIRS.			
INSIDE DELIVERY NOT SET IN PLACE			
LIST PRICE VOLUME \$1 - 4,999			
VOLUME DISCOUNT 47% OFF LIST PRICE			

00009	42084119957	48.00	DISC
SCHOOL FURNITURE			
CATEGORY B: CLASSROOM TABLES			
COMPUTER TABLES, STUDENT DESK,			
TEACHERS DESK, AND TEACHERS CHAIRS.			
INSIDE DELIVERY NOT SET IN PLACE			
LIST PRICE VOLUME \$4,999-39,999			
VOLUME DISCOUNT 48% OFF LIST PRICE.			

00010	42084119957	49.00	DISC
SCHOOL FURNITURE			
CATEGORY B: CLASSROOM TABLES			
COMPUTER TABLES, STUDENT DESK,			
TEACHERS DESK, AND TEACHERS CHAIRS.			
INSIDE DELIVERY NOT SET IN PLACE			
LIST PRICE VOLUME \$40,000 - 1000,000 +			
VOLUME DISCOUNT 49% OFF LIST PRICE.			

00011	42084119957	41.00	DISC
SCHOOL FURNITURE			
CATEGORY B: CLASSROOM TABLES			
COMPUTER TABLES, STUDENT DESK,			
TEACHERS DESK, AND TEACHERS CHAIRS.			
INSIDE DELIVERY, ASSEMBLED, SET IN PLACE			
LIST PRICE VOLUME \$1 - 4,999			

VOLUME DISCOUNT 41% OFF LIST PRICE.

00012	42084119957	42.00	DISC
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SCHOOL FURNITURE
CATEGORY B: CLASSROOM TABLES
COMPUTER TABLES, STUDENT DESK,
TEACHERS DESK, AND TEACHERS CHAIRS.
INSIDE DELIVERY, ASSEMBLED, SET IN PLACE
LIST PRICE VOLUME \$5,000-39,999
VOLUME DISCOUNT 42% OFF LIST PRICE.

00013	42084119957	43.00	DISC
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SCHOOL FURNITURE
CATEGORY B: CLASSROOM TABLES
COMPUTER TABLES, STUDENT DESK,
TEACHERS DESK, AND TEACHERS CHAIRS.
INSIDE DELIVERY, ASSEMBLED, SET IN PLACE
LIST PRICE VOLUME \$40,000 - 100,000 +
VOLUME DISCOUNT 43% OFF LIST PRICE.

00014	42084119957	45.00	DISC
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SCHOOL FURNITURE
CATEGORY C: CAFETERIA TABLES
TAILGATE DELIVERY
LIST PRICE VOLUME \$1 - 9,999
VOLUME DISCOUNT 45% OFF LIST PRICE

00015	42084119957	46.00	DISC
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SCHOOL FURNITURE
CATEGORY C: CAFETERIA TABLES
TAILGATE DELIVERY
LIST PRICE VOLUME \$10,000 - 100,000 +
VOLUME DISCOUNT 46% OFF LIST PRICE

00016	42084119957	37.00	DISC
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SCHOOL FURNITURE
CATEGORY C: CAFETERIA TABLES
INSIDE DELIVERY NOT SET IN PLACE
LIST PRICE VOLUME \$1 - 4,999
VOLUME DISCOUNT 37% OFF LIST PRICE

00017	42084119957	38.00	DISC
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SCHOOL FURNITURE
CATEGORY C: CAFETERIA TABLES
INSIDE DELIVERY NOT SET IN PLACE
LIST PRICE VOLUME \$5,000 - 39,999
VOLUME DISCOUNT 38% OFF LIST PRICE

00018	42084119957	39.00	DISC
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SCHOOL FURNITURE
CATEGORY C: CAFETERIA TABLES
INSIDE DELIVERY NOT SET IN PLACE
LIST PRICE VOLUME \$40,000 - 100,000 +
VOLUME DISCOUNT 39% OFF LIST PRICE

00019	42084119957	31.00	DISC
SCHOOL FURNITURE			
CATEGORY C: CAFETERIA TABLES			
INSIDE DELIVERY, ASSEMBLED, SET IN PLACE			
LIST PRICE VOLUME \$1 - 4,999			
VOLUME DISCOUNT 31% OFF LIST PRICE			

00020	42084119957	32.00	DISC
SCHOOL FURNITURE			
CATEGORY C: CAFETERIA TABLES			
INSIDE DELIVERY, ASSEMBLED, SET IN PLACE			
LIST PRICE VOLUME \$5,000 - 39,999			
VOLUME DISCOUNT 32% OFF LIST PRICE			

00021	42084119957	33.00	DISC
SCHOOL FURNITURE			
CATEGORY C: CAFETERIA TABLES			
INSIDE DELIVERY, ASSEMBLED, SET IN PLACE			
LIST PRICE VOLUME \$40,000 - 100,000 +			
VOLUME DISCOUNT 33% OFF LIST PRICE			
